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May 2, 1974

MEMORANDUM

TO: THE BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT T. KENNEY, DIRECTOR

SUBJECT: WATERFRONT PROJECT, MASS. R-77
FANEUIL HALL MARKETS RESTORATION
FALZARANO CONSTRUCTION COMPANY
CHANGE ORDER NO. 6

9103-911

The Markets restoration is now well underway and the buildings on South Market Street are nearing completion. During the course of construction, existing conditions were encountered, revealing deficiencies that had to be remedied. This is not unusual in any rehabilitation program and even less unexpected in a restoration project of this magnitude on buildings of this age.

Change Order No.6 reflects the summation of conditions which require additional work to be done on these structures in order to complete the construction contract. The contract amount will be increased from $2,509,648 to $2,550,319 with no change in the contract time.

The major item of work within this change order is the furnishing of temporary heat and enclosure for buildings #3--#9, from Dock Square to Durgin Park. This work was required to permit uninterrupted masonry construction throughout the winter and is charged on an actual time and materials basis. In addition, several granite pieces, which were found to be defective are being replaced with new granite pieces. Also several new dormers were to be constructed on the roofs to replace existing structures that were either defective or misaligned.

Two other itmes are being added to the contract as the result of the Award of Arbitrators of the American Arbitration Association by action of November 14, 1973. At that time, it was resolved that the cost of furnishing and installing precast concrete backup lintels in existing brick masonry walls must be borne by the Authority.

It was also concluded that the cost of cleaning, removing paint and other deleterious materials from brick masonry facades was to be shared equally between the contractor and the Authority.

The remaining work actually represents a credit to the contract as the result of revising the scope of roofing and flashing work to be provided by the roofing sub-contractor. All of the roofs on the South Market Street buildings and the structures between Dock Square and Durgin Park will have entirely new roofs, while the buildings between Durgin Park and the Central Artery will be left in their present condition consisting mostly of existing slate to be repaired or replaced at a later time.

It is recommended that Change Order No.6 to the Falzarano Construction Company contract be approved.

An appropriate vote follows:

VOTED: That the Director is hereby authorized to execute Change Order No.6, which is attached hereto.

This Change Order modifies the contract with the Falzarano Construction Company for the exterior restoration of the North and South Market Street buildings by increasing the contract amount by $40,671 with no change in the contract time and is to be paid out of City of Boston funds.

CHANGE ORDER

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: (name, address) Exterior Restoration of North & South Market Buildings Boston, Massachusetts

CHANGE ORDER NUMBER: 06

TO (Contractor)

Falzarano Construction Company
22 Woburn Street
Reading, Mass. 01867

ARCHITECT'S PROJECT NO: 600023

CONTRACT FOR: Exterior Restoration

CONTRACT DATE: 2 October 1972

You are directed to make the following changes in this Contract:

CHANGE	COST	TIME
1. (Change Estimate No. 32R) Furnish temporary heat and enclosure on a time-and-materials basis at Units 3 through 9, inclusive, in order to permit uninterrupted masonry construction throughout the winter.	Add $24,763.00	N.C.
2. (Change Estimate No. 40, incorporating MSS Items No. 536, 542, 546, 547, and T&M No. 150) Install new granite door sills at Units 29 and 33; install new granite infill panel and window sill at Unit 45; remove and reset existing belt course at Unit 33, replacing portions with two new granite pieces.	Add $ 3,894.00	Add 8 days

(Continued)

The original Contract Sum was	$ 2,223,775.00
Net change by previous Change Orders	$ 285,873.00
The Contract Sum prior to this Change Order was	$ 2,509,648.00
The Contract Sum will be (increased) ~~(decreased) (unchanged)~~ by this Change Order	$ 40,671.00
The new Contract Sum including this Change Order will be	$ 2,550,319.00
The Contract Time will be ~~increased) (decreased) (unchanged)~~ by	(0) Days.
The Date of Completion as of the date of this Change Order therefore is	15 April 1974 (see Note 4, below).

ARCHITECT	CONTRACTOR	OWNER
Stahl Associates	Falzarano Construction Co., Inc.	Boston Redevelopment Authority
Address: 177 Milk Street	Address: 22 Woburn Street	Address: City Hall
Boston, Massachusetts 02109	Reading, Massachusetts 01867	Boston, Massachusetts 02201
BY Roger P. Stahl	BY Francis A. Falzarano	BY
DATE 26 April 1974	DATE April 30, 1974	DATE

CHANGE

3.	(Change Estimate No. 28R) Furnish and install precast concrete backup lintels at designated locations in existing brick masonry walls of Units 26 through 47 inclusive. 105 conditions @ $157 = [See Notes 1 and 2 below]	Add $16, 485.00	Add 16 days
4.	(Change Estimate No. 14R) Clean, remove paint, and remove other deleterious materials from brick masonry facades as directed. [See Note 3, below]	Add $ 8,520.00	Add 10 days
5.	(Change Estimate No. 38) Construct new dormers as directed at Units 38, 39, 40, 7 and 8	Add $ 2,179.00	Add 3 days
	SUBTOTAL	Add $55,841.00	Add 37 days
6.	(Change Estimate No. 39) Revise scope of roofing and flashing work in accordance with Stahl Associates letter of 1 April 1974. [See Note 5, below]	Delete $15,170.00	Delete 37 days
	NET TOTAL (Items 1-6)	Add $40,671.00	N. C.

NOTE:

1. The parties acknowledge that an unresolved dispute remains concerning additional compensation for portions of the work covered by Item 3 above involving installation of fourth floor backup lintels; the parties agree, that in executing this Change Order, they do not waive their rights to further appeal, Arbitration or litigation of this issue.

Change Order No. 06

2. Item 3 above in included in accordance with paragraph 2 of the Award of Arbitrators of the American Arbitration Association, dated 14 November 1973 (Case No. 1110-0112-73).

3. Item 4 above is included in accordance with paragraph 1 of the Award of Arbitrators of the American Arbitration Association, dated 14 November 1973 (Case No. 1110-0112-73).

4. In accepting this Change Order, the parties agree that the following notation incorporated in Change Order No. 5 remains in effect:

"In accepting this Change Order, the Contractor also agrees to conduct the work so that Substantial Completion and Beneficial Occupancy of Unit Nos. 26 through 47 and 3 through 9 is achieved not later than 15 April 1974. Furthermore, the Contractor agrees that Final Completion of all work, including that required in Unit Nos. 13 through 25, will be achieved not later than 7 June 1974."

5. The parties acknowledge that delays in materials deliveries may impede the timely completion of portions of the roofing work included in Item 6 above. Therefore, it is agreed that the Contractor's failure to complete roofing work at Units 3 through 9, inclusive, shall not be an impedement to Substantial Completion, providing that the Contractor is reasonably diligent in prosecuting the work.

END OF CHANGE ORDER NO. 6